



The State of New Hampshire  
**Department of Environmental Services**

**Robert R. Scott, Commissioner**



March 25, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a Memorandum of Agreement with the University of New Hampshire, Sponsored Programs Administration (UNH), (VC #315187-B083) Durham, NH in the amount of \$215,000 to support implementation of the Piscataqua Region Estuaries Partnership (PREP) management and monitoring plan, effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds.

EXPLANATION

The Piscataqua Region Estuaries Partnership (PREP) is an effort involving federal, state, and local government, non-governmental organizations, businesses, and the public to improve the environmental quality of the State's estuaries through implementation of its management plan. PREP is part of the National Estuary Program, funded with monies from and approved by the United States Environmental Protection Agency (EPA). UNH, which received an EPA grant for PREP, is providing funds to the NHDES to conduct activities to assist PREP in implementing specific actions outlined in its management plan, monitoring plan, and annual work plan. The Period of Performance of the agreement is July 1, 2022, through June 30, 2023.

NHDES will conduct a variety of activities largely focused on supporting PREP with eliminating pollution to improve water quality, enhancing the use and productivity of shellfish resources, and monitoring the health of the estuaries. The total projected costs are budgeted at \$215,000. UNH will provide \$15,000 to NHDES through this agreement. These funds will be placed in Account 03-44-44-442010-1514. NHDES will contribute up to \$200,000 in in-kind match through its funding of NHDES Wetland Fees program staff (Account 03-44-44-442010-3855). There is no cash match.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

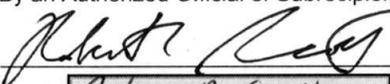
  
Robert R. Scott, Commissioner

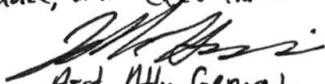
## FDP Cost Reimbursement Research Subaward Agreement

<b>Federal Awarding Agency:</b> Environmental Protection Agency (EPA)	
<b>Pass-Through Entity (PTE):</b> <b>University of New Hampshire</b>	<b>Subrecipient:</b> New Hampshire Department of Environmental Services
PTE PI: Fay Rubin	Sub PI: Matthew Wood
PTE Federal Award No: 00A00748	Subaward No: PZL0199
Project Title: Fiscal Year 2021 and Fiscal Year 2022 PREP Work Plan (Year 26)	
Subaward Period of Performance (Budget Period): Start: 07/01/2022 End: 06/30/2023	Amount Funded This Action (USD): \$ 15,000.00
Estimated Project Period (if incrementally funded): Start: 07/01/2022 End: 06/30/2023	Incrementally Estimated Total (USD): \$ 15,000.00

### Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Authorized Official Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity: Digitally signed by Karen Jensen Date: 2022.03.01 12:43:48 -05'00' <b>Karen Jensen</b> Name: Karen Jensen Date: 03/01/2022 Title: Director, Pre-Award Compliance	By an Authorized Official of Subrecipient:  Date: 3/8/22 <b>Robert R. Scott</b> Name: Robert R. Scott Date: 3/8/22 Title: Commissioner, NHDES
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Form, Substance, and Execution:  
 4/1/2022.  
  
 Asst. Atty. General.

**Attachment 1**  
**Certifications and Assurances**

Subaward Number:  
PZL0185

**Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

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**Audit and Access to Records**

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

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**Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

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The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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**Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

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**Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

**Attachment 2**  
**Federal Award Terms and Conditions**

Subaward Number

PZL0199

**Required Data Elements**

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Federal Award Issue Date	FAIN	CFDA No.

**This Subaward Is:**

Research & Development       Subject to FFATA

CFDA Title
Key Personnel Per NOA

**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

40 CFR Chapter I, Subchapter B – Grants & Other Federal Assistance

2. 2 CFR 200 and 2 CFR 1500 and 40 CFR 33 and 40 CFR 35 Subpart P

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

<https://www.epa.gov/grants>

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<https://www.nsf.gov/awards/managing/rtc.jsp>

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

This section intentionally left blank

**Special Terms and Conditions:**

**Copyrights:**

Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

**Data Sharing and Access** (Check if applicable):

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and provided upon request.

**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

**Work Involving Human or Vertebrate Animals (Select Applicable Options)**

No Human or Vertebrate Animals

This section left intentionally blank.

**Human Subjects Data (Select One)**

This section left intentionally blank

**Additional Terms**

Subrecipient is subject to the terms and conditions of the Notice of Award (NOA) in Attachment 6, including but not limited to:

- 1) Consultant Cap. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).
- 2) Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
- 3) Prior Approvals. Prior approval by PTE is required when transfers between budget items exceeds 10% of the total budget and/or when new budget categories are created. Prior approval by PTE is required for the transferring or contracting out of any of the work if not in the approved budget. Prior approval by PTE is required for 25% or greater decrease in level of committed effort of Subrecipient PI. Prior approval by PTE is required for all changes to Subrecipient's Statement of Work.

**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:

PZL0199

**PTE Information**

Entity Name: University of New Hampshire

Legal Address: University of New Hampshire  
Office of Sponsored Programs  
Service Building, 51 College Road  
Durham, NH 03824

Website: <https://www.unh.edu/research/>

**PTE Contacts**

Central Email: spa.subawards@unh.edu

Principal Investigator Name: Fay Rubin

Email: Fay.Rubin@unh.edu Telephone Number: (603) 862-4240

Administrative Contact Name: Jennifer Taylor-Hillebrand

Email: Jennifer.Taylor-Hillebrand@unh.edu Telephone Number: (603) 862-5834

COI Contact email (if different to above):

Financial Contact Name: Linda Tibbetts

Email: Linda.Tibbetts@unh.edu Telephone Number: (603) 862-3048

Email invoices?  Yes  No Invoice email (if different):

Authorized Official Name: Same as Administrative Contact

Email: Telephone Number:

**PI Address:**

University of New Hampshire  
Morse Hall  
Durham, NH 03824

**Administrative Address:**

University of New Hampshire  
Sponsored Programs Administration  
Service Building, 51 College Road  
Durham, NH 03824

**Invoice Address:**

University of New Hampshire  
Room 360, Morse Hall  
Durham, NH 03824

**Attachment 3B**  
Research Subaward Agreement  
Subrecipient Contacts

Subaward Number:  
PZL0199

**Subrecipient Information for FFATA reporting**

Entity's DUNS Name:

EIN No.:  Institution Type:

DUNS:  Currently registered in SAM.gov:  Yes  No

Parent DUNS:  Exempt from reporting executive compensation:  Yes  No (if no, complete 3Bpg2)

*This section for U.S. Entities:* Zip Code Look-up

Congressional District:  Zip Code+4:

**Place of Performance Address**

New Hampshire Department of Environmental Services  
P.O. Box 0095  
Concord, NH 03302-0095

**Subrecipient Contacts**

Central Email:

Website:

Principal Investigator Name:

Email:  Telephone Number:

Administrative Contact Name:

Email:  Telephone Number:

Financial Contact Name:

Email:  Telephone Number:

Invoice Email:

Authorized Official Name:

Email:  Telephone Number:

**Legal Address:**

P.O. Box 0095  
Concord, NH 03302-0095

**Administrative Address:**

P.O. Box 0095  
Concord, NH 03302-0095

**Payment Address:**

P.O. Box 0095  
Concord, NH 03302-0095

**Attachment 4**  
**Reporting and Prior Approval Terms**

Subaward Number:

PZL0199

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

**Technical Reports:**

- Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact
- Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

**Prior Approvals:**

Carryover:

Carryover is automatic

**Other Reports:**

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Administrative Contact 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.  
A negative report is required: No
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional cost sharing requirements included below:

**Other Special Reporting Requirements:**

**Funding Acknowledgment:**

Reports of activities or analyses conducted with funding through this Subaward Agreement shall cite funding from Federal Awarding Agency consistent with the terms of the Notice of Award.

**Attachment 5**  
**Statement of Work, Cost Sharing, Indirects & Budget**

Subaward Number:

PZL0199

**Statement of Work**

Below  Attached,  pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

**Budget Information**

<b>Indirect Information</b> Indirect Cost Rate (IDC) Applied <input type="text" value="3.09"/> %	<b>Cost Sharing</b> <input type="text" value="Yes"/>
Rate Type: <input type="text" value="Modified Total Direct Costs"/> <input type="text"/>	If Yes, include Amount: \$ <input type="text" value="200,000.00"/>

**Budget Details**  Below  Attached,  pages

**Budget Totals**

Direct Costs	\$ <input type="text" value="14,575.00"/>
Indirect Costs	\$ <input type="text" value="425.00"/>
Total Costs	\$ <input type="text" value="15,000.00"/>

*All amounts are in United States Dollars*

### Scope of Services and Budget for the NHDES Subaward

Personnel (Class 10, 18, 50, 59)	\$9,150
Benefits (Class 42 and 60)	\$4,600
Travel (Class 66, 70 and 80)	\$0
Equipment (Class 30) -only above 5k	\$ 0
Supplies (Class 20 & 30<5k)	\$ 0
Contractual (Class 72,102)	\$ 0
Other Costs (Class 22,26,27,28,48, 41,49 + supplies, Class 40 DAS)	\$825
Indirect Costs (Class 40)	\$425
<b>Total</b>	<b>\$15,000</b>
Match Funds to be provided from NHDES to PREP	\$200,000

#### BUDGET JUSTIFICATION

Matthew Wood, NHDES' Water Quality Assessment Program Coordinator will serve as the principal investigator for this project and will provide support to the Piscataqua Region Estuaries Partnership for all project activities. Mr. Wood will dedicate approximately 12% of his time over 12 months, for a total cost of \$9,150. The NHDES benefit rate of 46.6% and the additional fringe benefit rate of 3.68% are applied to total direct personnel costs. Benefits include medical, dental, life insurance, FICA, and retirement benefits, which amount to \$4,600. The Administrative rate of 6% is applied to total personnel and fringe benefits, which equals \$825. The NHDES indirect cost rate of 3.09% is also applied to total personnel and fringe benefits and equals \$425. Total costs for the project include personnel charges (\$9,150), benefits (\$4,600), indirect costs (\$425) and other/administrative costs (\$825), for a total of \$15,000.

#### WORK TASKS

NHDES staff will support PREP through technical assistance and document review, as well as data access and management activities in calendar years 2022-2023. NHDES' support will include technical support for the PREP Coastal Science Program Manager and the PREP Science and Monitoring Program. Work in support of technical assistance and any deliverables shall not exceed the total dollar amount paid to NHDES by PREP per this agreement.

Matching Funds

NHDES will provide PREP with \$200,000 in non-federal matching funds.

NHDES will undertake the following subtasks in support of PREP's science and technical program:

1. Technical Assistance and Review

- a. NHDES staff will aid in the review and analysis of datasets related to water quality and biological resources (specifically Tier 2 seagrass monitoring) as needed for PREP initiatives. Specific assistance will be need in support of Tier 1 SAV distribution (specific to accuracy assessments).
- b. DES staff will also provide technical review, training and advice on QA procedures.
- c. Facilitate upload of data to NHDES' Environmental Monitoring Database (EMD), and ensure data is uploaded into EPA's database.
- d. Assist in the development and review of technical reports for the Great Bay and Hampton-Seabrook estuaries by providing data from NHDES' EMD and expertise on methodology.

2. Geographic Information Systems Support

- a. Specific tasks may include making maps, updating maps, and management of GIS data layers. And specific support for Tier 2 seagrass GIS data.

3. Coastal Monitoring Data Support and Review for PREP Indicators

- a. Specific tasks may include providing data and expertise as PREP undertakes development of the Integrated Research and Monitoring Plan, and the 2023 State of Our Estuaries Report.
- b. Begin working with PREP to add new datasets (e.g., SeagrassNet data; aerial distribution of eelgrass data, etc.) to the Environmental Monitoring Database (EMD), dependent on availability of IT resources.

4. Comprehensive Monitoring and Research and Data Management for the Piscataqua Region Estuaries

- a. Participation in coordination meetings with monitoring partners, TAC meetings, providing technical assistance with the development of clear research questions, providing technical assistance with the development of proposals and/or quality assurance project plans.
- b. Assist in the implementation of the PREP Integrated Research and Monitoring Plan via the Piscataqua Region Monitoring Collaborative.

**Attachment 6**

**Notice of Award (NOA) and any additional documents**

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 00A00748 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> CE	<b>DATE OF AWARD</b> 08/11/2021
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 08/18/2021
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 5072
		<b>RECIPIENT TYPE:</b> State Institution of Higher Learning	
<b>RECIPIENT:</b> University of New Hampshire 51 College Road Durham, NH 03824-3585 EIN: 02-6000937		<b>PAYEE:</b> University of New Hampshire 51 College Road Durham, NH 03824-3585	
<b>PROJECT MANAGER</b> Fay Rubin Nesmith Hall, Third Floor 131 Main Street Durham, NH 03824 E-Mail: Fay.Rubin@unh.edu Phone: 603-862-4240	<b>EPA PROJECT OFFICER</b> Erik Beck 5 Post Office Square, Suite 100, 06-1 Unpublished, MA 02109-3912 E-Mail: Beck.Erik@epa.gov Phone: 617-918-1606	<b>EPA GRANT SPECIALIST</b> Trevor Tavano Grants Management Branch, 05-5 5 Post Office Square, Suite 100 Boston, MA 02109 E-Mail: Tavano.Trevor@epa.gov Phone: 617-918-1235	
<b>PROJECT TITLE AND DESCRIPTION</b> Fiscal Year 2021 and Fiscal Year 2022 PREP Work Plan (Year 26)			
<p>* Abstract *</p> <p>This cooperative agreement is provided to the University of New Hampshire to support implementation of the Piscataqua Region Estuaries Partnership (PREP), a National Estuary Program (NEP) with a Comprehensive Conservation and Management Plan (CCMP).</p> <p>* Assistance award's purpose *</p> <p>Implement the CCMP, namely: Restore and maintain the chemical, physical, and biological integrity of the estuary and support its sustainable human uses through tasks outlined in annual workplans of PREP and its partners.</p> <p>* Activities to be performed *</p> <p>Activities that support implementation of the PREP CCMP as described in the annual workplan and continue to engage New Hampshire and Maine in the effort.</p> <p>* Anticipated deliverables and expected outcomes, and intended beneficiary(ies) *</p> <p>Among others, anticipated deliverables include improved seagrass habitat monitoring, updates to the CCMP, a new State of the Estuaries report, and water quality monitoring; outcomes include improved water quality and aquatic habitat conservation and improvement; residents and direct and indirect users of the watershed will benefit, as well as the flora, fauna, and structural integrity of the watershed.</p> <p>* Subawardees *</p> <p>1) New Hampshire Department of Environmental Services (NHDES): Technical support, such as data warehousing and uploading to EPA's WQX. 2) Seabrook-Hampton Estuary Alliance (SHEA): Development and implementation of an Estuary Management Plan targeted to that subwatershed of the NEP project area.</p>			
<b>BUDGET PERIOD</b> 10/01/2021 - 12/31/2023	<b>PROJECT PERIOD</b> 10/01/2021 - 12/31/2023	<b>TOTAL BUDGET PERIOD COST</b> \$1,400,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$1,400,000.00
<b>NOTICE OF AWARD</b>			
<p>Based on your Application dated 05/17/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$700,000.00. EPA agrees to cost-share 50.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$700,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	

<b>ORGANIZATION / ADDRESS</b>	<b>ORGANIZATION / ADDRESS</b>
EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912	U.S. EPA, Region 1 R1 - Region 1 5 Post Office Square, Suite 100 Boston, MA 02109-3912
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>	
<b>Digital signature applied by EPA Award Official</b> Arthur Johnson - Director, Mission Support Division	<b>DATE</b> 08/11/2021

### EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$700,000	\$700,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$700,000	\$700,000
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$1,400,000	\$1,400,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.456 - National Estuary Program	Clean Water Act: Sec. 320	2 CFR 200, 2 CFR 1500, 40 CFR 33 and 40 CFR 35 Subpart P

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2101LZC016	2122	B	01L	000B89	4154	-	-	\$700,000
									\$700,000

## **Administrative Conditions**

### **National Administrative Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-november-12-2020-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### **A. Correspondence Condition**

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov)
- MBE/WBE reports (EPA Form 5700-52A): **Grants Specialist on Page 1 of Award Document AND Larry Wells, Disadvantaged Business Utilization Program Manager: [r1\\_mbewbereport@epa.gov](mailto:r1_mbewbereport@epa.gov)**
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Grants Specialist and Project Officer on Page 1 of Award Document**
- Workplan revisions, equipment lists, programmatic reports and deliverables: **Project Officer on Page 1 of Award Document**
- Quality Assurance documents, **Project Officer on Page 1 of Award Document AND [R1QAPPs@epa.gov](mailto:R1QAPPs@epa.gov)**

## **Programmatic Conditions**

### PREP--NEP Programmatic Terms & Conditions (FY2021)

#### A. Program Management

1. All recipients of grants or cooperative agreements awarded under Section 320 of the Clean Water Act are required to comply with EPA's National Estuary Program Funding Guidance during the performance period of this award. Any exemptions from NEP Funding Guidance requirements must be requested in writing and approved by the EPA Project Officer.
2. In accordance with 2 CFR §200.328, the recipient agrees to submit annual performance reports to the U.S. Environmental Protection Agency (EPA) that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs; 4) the methods to be used to effectively disseminate project information and/or continue the benefits of this project (although the project itself may not be continuing); and 5) materials generated in connection with project activities (e.g., workshop announcements, newspaper/newsletter announcements, articles or releases, press packets, pamphlets, etc.). All tangible products resulting from the project (curriculum, DVD, training materials, posters, etc.) shall be submitted electronically and in paper or hard format (if applicable) in duplicate to the EPA Project Officer, or as a link to a site from which the products can be easily viewed and downloaded. **The discussion of accomplishments and challenges specified as part of the annual workplan in the national program funding guidance may serve as this performance report.**
3. The recipient additionally agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.
4. EPA may terminate the assistance agreement for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the work plan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project. See Policy 11-01 at: [http://www.ogd/policy/final\\_grants\\_policy\\_issuance\\_11\\_03\\_state\\_grant\\_workplans.pdf](http://www.ogd/policy/final_grants_policy_issuance_11_03_state_grant_workplans.pdf).
5. The recipient will submit annual Government Performance and Results Act (GPRA) reporting information to EPA as specified in the annual program funding guidance by the date stipulated in the annual funding guidance.

6. EPA will provide programmatic oversight and guidance regarding the annual workplan and recipient products, including review and comment on QAPPs, reports related to environmental results, habitat, environmental indicators, and leveraged funds, and revision and/or implementation of the recipient's Comprehensive Conservation and Management Plan (CCMP). EPA participates in the recipient's Management Conference, which oversees the tasks in the annual workplan, and assists with program efforts when appropriate.
7. EPA and the recipient agree to comply with the requirements of the Paperwork Reduction Act in completing the project. If the work described in this workplan results in a survey, a questionnaire or similar information-gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.), requires EPA to obtain Office of Management and Budget (OMB) clearance prior to the recipient's collection of information by means of identical questions posed to 10 or more persons. When a cooperative agreement's scope of work includes the survey or collection of identical information from 10 or more persons, then ICR requirements apply. Similarly, when a grant's scope of work includes the survey or collection of identical information from 10 or more persons and EPA wants to influence, design or develop the activities of the survey then the requirements of the ICR pertain.
  - **NOTE:** EPA has concluded that National Estuary Programs may use the Information Collection Request approval received by the Headquarters office for their information collection activities related to annual workplans, program evaluation, or Government Performance Results Act reporting. When collecting information under this ICR, the ICR Reference # should be included: 201705-2040-001. The actual ICR justification is available upon request to the Project Officer.

## B. Deliverables

1. In accordance with 2 CFR §200.315 ("Intangible property"). EPA has the right to reproduce, publish, use and authorize others to use copyrighted works developed under this assistance agreement for Federal purposes.
2. Access to any deliverables, guidance documents, web site development, copyrighted materials, or other work product materials produced over the course of the project is provided to the EPA. In accordance with 2 CFR §200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes. Those applicants who collect data as part of their project, especially those who are required to develop a Quality Assurance Project Plan (QAPP), will be required to make data and results publicly available and readily transferable.

## C. Budget and Accounting

1. The recipient must provide a minimum cost-share/match of 50% of the total project cost

to satisfy the recipient required match under this program. The cost-sharing or matching regulations are available at 2 CFR §§ 200.29 and 200.306. EPA's financial obligations are limited to the federal amount as shown on Line 12 in its EPA approved budget on page three of the Award Agreement.

2. Pursuant to 2 CFR §200.308(e), the recipient must notify and seek approval from the EPA Project Officer in advance of any transfer of funds among direct cost categories, functions and activities if the cumulative amount of such transfer exceeds or is expected to exceed 10 percent of the total budget as last approved by the U.S. EPA. Further, in accordance with 2 CFR §200.308(c), the recipient must request prior approval from the U.S. EPA if there is a change to the scope or objective of a project or program, or to the amount budgeted for participant support costs. Accordingly, any change in the recipient's Indirect Cost Rate that results in a change to the scope, objective, or participant support cost budget or exceeds 10 percent of the total budget must be approved in advance by the U.S. EPA. To request this approval, the recipient must submit a proposed re-budget and describe any changes in deliverables, scope, and objectives affected by the proposed transfer.
  - Recipients may address questions about whether costs for light refreshments, and meals for events are allowable to the recipient's EPA Project Officer. However, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Light refreshments are defined as the following: For morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins.
3. Funds in the agreement may be used for outreach support. These funds are to: (a) cover travel for the NEP Program Office, Management Conference members, or other associated stakeholders to appropriate national and regional conferences, workshops, or meetings, (b) provide peer-to-peer technical assistance to other NEPs or neighboring communities, and (c) bring in staff or stakeholders from other NEPs or watershed programs to assist a NEP. The recipient is required to attend all NEP national and regional meetings convened by EPA unless unforeseen circumstances prevent the recipient from meeting this requirement.
4. Unless the event(s) are specified in the approved workplan (in accordance with 2 CFR §200.438, "Entertainment costs"), the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:
  - An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
  - A description of the purpose, agenda, location, length and timing for the event.
  - An estimated number of participants in the event and a description of their roles.

#### D. National Terms and Condition for Subawards

1. See Section 6, Establishing and Managing Subawards under Selected Items of Cost in the Administrative Terms and Conditions included in this award document.
2. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients>, and [https://www.epa.gov/sites/production/files/2016-02/documents/gmc\\_subaward\\_policy\\_appendix\\_a\\_subrecipient\\_v\\_contractor\\_distinction\\_0.pdf](https://www.epa.gov/sites/production/files/2016-02/documents/gmc_subaward_policy_appendix_a_subrecipient_v_contractor_distinction_0.pdf), and <https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance-agreements>.
3. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

#### E. Data Quality and Management

The recipient will develop Quality Assurance Project Plans (QAPP), or equivalent documents defined by the QMP, for all applicable projects and tasks involving environmental data in accordance with the most current National and Regional requirement documents ([http://www.epa.gov/quality/qa\\_docs.html](http://www.epa.gov/quality/qa_docs.html) and <http://epa.gov/ne/lab/qa/qualsys.html>, respectively). Other EPA guidance documents provided at these sites may be helpful in meeting the requirements. The term "environmental data" refers to any measurement or information that describe environmental processes, conditions, or location; ecological or health effects and consequences; or the performance of environmental technology. For EPA, environmental data include information collected directly from measurements, produced from models, and compiled from other sources such as data bases or the literature. The QAPP must be approved by EPA prior to any data gathering work or use, except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. Unless an alternate schedule was previously agreed upon, no later than 30 days prior to the scheduled commencement of data collection and/or data generation activities, the recipient will submit a Quality Assurance Project Plan to the following:

- EPA Project Officer (see page 1 of assistance agreement for name and address)
  - Regional Quality Assurance Manager via [R1QAPPs@epa.gov](mailto:R1QAPPs@epa.gov).
1. For organizations having an EPA-approved Quality Management Plan (QMP), the recipient will submit an annual update letter to EPA documenting progress over the year and any changes to the QMP. Annual update letters will be sent every year for four years until the expiration of the QMP (five years from initial EPA approval). Annual QA update letters will be sent to the EPA Project Officer and Regional Quality Assurance Manager on the anniversary of the approval of the QMP by the Regional QA Manager; or on another mutually agreeable schedule. In addition, for multi-year

- projects, the grantee shall confirm that the QAPP is current and accurate.
2. Data produced under this project will adhere to the requirements of EPA's National Geospatial Data Policy (NGDP) (see [http://www.epa.gov/esd/gqc/pdf/epa\\_natl\\_geo\\_data\\_policy.pdf](http://www.epa.gov/esd/gqc/pdf/epa_natl_geo_data_policy.pdf)). This Policy applies to all EPA organizations, grantees, agents working on behalf of EPA, and partner states of EPA who design, develop directly or indirectly, compile, operate, or maintain EPA information collections developed for environmental program support. Refer to this policy for details on requirements for quality assurance project plans (QAPPs), geospatial data accuracy and geospatial metadata. Specifically, the grantee must provide documentation for all produced data, including source information for each digital data layer (i.e., scale and accuracy, map projection, coordinate system, etc.), and specific information about the data layer itself (i.e., method used, geographic extent of data layer, file format, date of creation, staff contact, description and definition of data fields and their contents, related files, if any, and description of data quality and quality assurance methods used). The EPA Metadata Editor (EME) was developed to simplify and standardize metadata development and is a recommended tool for streamlining production of the required metadata. The EME and related training materials can be downloaded from <http://www.epa.gov/geospatial/eme.html>. Specific technical guidance on geospatial deliverables and acceptable formats can be found at <http://www.epa.gov/region02/gis/r2gisdeliverables.html>.
  3. Data produced under this project will be submitted to the EPA Project Officer no later than 30 days after completion of the project. Delivery can be in the form of physical media or as downloadable data.

#### F. Significant/Substantial EPA Involvement

1. EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:
  - Monthly telephone calls and other monitoring;
  - Reviewing project phases and providing approval to continue to the next phase;
  - Reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters);
  - Approving substantive terms included in subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy);
  - Reviewing and commenting on the programmatic progress reports;
  - Joint operational involvement, participation, and/or collaboration between EPA and the recipient;

#### G. Communication

1. Signage: The recipient will ensure that a visible project identification sign is erected as appropriate at each public event or training location. The sign should summarize the purpose of the event and credit EPA and the National Estuary Program for funding. The recipient will determine the design, placement and materials for each sign. The signage will contain logos of EPA and the recipient NEP. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. The EPA Logo will be displayed meeting the following specifications:  
[http://www.epa.gov/ogd/tc/epa\\_logo\\_seal\\_specifications\\_for\\_infrastructure\\_grants.pdf](http://www.epa.gov/ogd/tc/epa_logo_seal_specifications_for_infrastructure_grants.pdf)
2. If the award includes an outreach component, the recipient will provide signage that informs the public that the project is funded by EPA through its National Estuary Program and includes the following text: "This project has been funded, in whole or in part, by the U.S. Environmental Protection Agency's National Estuary Program."
3. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with, and immediately next to, a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects.
4. Recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.
5. Announcements: The Recipient agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events as a result of this agreement and provide the opportunity for attendance and participation by federal representatives.
6. Report Acknowledgments: The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement will contain the following statement: "This product has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement [ ] to the recipient. The contents of this document do not necessarily reflect the views and policies of the U.S. Environmental Protection Agency, nor does the U.S. EPA endorse trade names or recommend the use of any products,

services or enterprises mentioned in this document.”

#### H. Other

1. **Equipment:** In accordance with 2 CFR §200.313, when original or replacement equipment acquired under this agreement is no longer needed for the original project or program or for other activities currently or previously supported by EPA, the recipient must request disposition instructions from the EPA project officer. Disposition instructions will be one of the following:

- Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the EPA.
- Except as provided in 2 CFR §200.312 Federally-owned and exempt property, paragraph (b), or if EPA fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the recipient or sold. EPA is entitled to an amount calculated by multiplying the current market value or proceeds from sale by EPA's percentage of participation in the cost of the original purchase. If the equipment is sold, the EPA may permit the recipient to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- The recipient may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the recipient must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- The recipient received 80% or more of its annual gross revenue in Federal procurement contracts and financial assistance, and
- The recipient received \$25,000,000 or more in annual gross revenues from Federal procurement contracts and financial assistance, and there are no regularly-filed, publicly-available reports depicting the total compensation of the recipient's five most highly-paid executives.
  - **N.B.** The policy is available at: [www.epa.gov/ogd/](http://www.epa.gov/ogd/) and at: <http://usaspending.gov/news>
  - In cases where a recipient fails to take appropriate disposition actions, EPA may direct the recipient to take disposition actions.

2. **Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements for Sub-award and Executive Compensation:** To describe new Federal reporting requirements for EPA assistance agreement recipients. If, during the preceding fiscal year, a prime recipient or sub-recipient (a "prime" recipient is the recipient of record, the entity to which the Federal government makes an award; a

"sub-recipient" is a sub-awardee at any other level down from the prime recipient) meets all three criteria listed below, then for each sub-award of \$25,000 or more that the recipient provides, the recipient must enter into the FFATA Subaward Reporting System (FSRS) the total compensation of its five most highly-paid executives:

3. Water Quality Exchange (WQX) Data Reporting: All water quality data generated with CWA Section 320 funding, either directly or by subaward, are required to be transmitted into EPA's "Water Quality Exchange (WQX) data system (formerly known as STORET). All water quality data generated with §319 funding, either directly or by sub-award, are required to be transmitted to EPA into using either the Water Quality Exchange (WQX), WQXweb, or other EPA-approved methods. When uploading data through WQX or WQXweb, data should be identified as 320 grant-related if possible. Grantee is encouraged to acquire a project ID specific to PREP. To obtain an ID, please contact the WQX help desk. The Water Quality Exchange (WQX) user help desk is available for any WQX related issues or questions. To access the help desk, please contact us at: 1-800-424-9067 or STORET@epa.gov.
4. Permits: The recipient agrees to ensure that necessary permits (such as Clean Water Act 404) are obtained prior to implementation of any grant funded activities that may fall under applicable federal, state or local permitting requirements. The subrecipient's project implementation plan must identify permits that may be needed to complete work plan activities. The recipient must keep documentation regarding necessary permits in the project file. EPA approval of a workplan does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity.

**Attachment A  
Budget Estimate**

<b>Budget Items</b>	<b>Total Reimbursable (Monitoring and Technical Program Assistance)</b>	<b>Total In-Kind Matching* (DES Wetland Fees Program)</b>	<b>Total</b>
Personnel	\$9,150.00	Allocation TBD	
Benefits	\$4,600.00	Allocation TBD	
Supplies	\$0.00	Allocation TBD	
Indirect	\$425.00	Allocation TBD	
Other (DAS)	\$825.00	Allocation TBD	
<b>Total</b>	<b>\$15,000.00</b>	<b>\$200,000.00</b>	<b>\$215,000.00</b>

\* Matching funds will include a combination of salary, fringe, supplies, and/or lab costs.